



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

the duties of a wife. She went through the marriage service solely to secure a right to bear the name of a married woman and in that way to hide the shame of having had an illegitimate child, intending to leave her husband at the church door and not see him again. That plan she carried into effect. It is settled that a contract for the sale of goods is induced by fraud and for that reason voidable where the purchaser had an intention when the contract was made not to perform his promise to pay for them. If an intention not to perform his promise renders a contract for purchase of property voidable, a fortiori the same result must follow in case of a contract to enter into 'the holy state of matrimony.' See in this connection generally *Barnes v. Wyethe*, 28 Vt. 41. Cases where a defendant in a bastardy complain goes through the form of a marriage with the woman in question to secure his discharge intending never to live with her, may well involve other considerations. See in this connection 1 Bishop, M. D. & S. § 476, and cases last cited."

Contracts—Rescission—What Constitutes Refusal to Perform.—

In *Hoggson Bros. v. First Nat. Bank of Roswell*, in the U. S. Circuit Court of Appeals, Eighth Circuit (May, 1916, 231 Fed. 869), it was held that where architects who had contracted to build a bank building for a fixed sum wrote to the bank suggesting that the work desired would cost more than the amount limited, and stated that if the bank insisted on keeping within that limit the architects would prefer not to do the work, to which the bank replied that they considered the matter off and would begin negotiations elsewhere, whereupon the architects telegraphed that they were ready and anxious to begin the work, the statement that they would prefer not to do the work was not an absolute refusal to do it, which alone is sufficient to authorize rescission by the other party, and they can recover under the contract for their services and disbursements theretofore rendered. The court cited *Fay v. Oliver* (20 Vt. 118, 49 Am. Dec. 764); *Benjamin on Sales* (7th ed., § 568); *Dingley v. Oler* (117 U. S. 490, 502, 6 Sup. Ct. 850, 29 L. Ed. 984); *McBath v. Jones Cotton Co.* (149 Fed. 383, 286, 79 C. C. A. 203); *Smoot v. United States* (15 Wall. 36, 49, 21 L. Ed. 107); *Swiger v. Hayman* (56 W. Va. 123, 127, 48 S. E. 839, 107 Am. St. Rep. 899, 3 Ann. Cas. 1030); *Armstrong v. Ross* (61 W. Va. 38, 48, 55 S. E. 895); *Bannister v. Victoria Co.* (63 W. Va. 502, 61 S. E. 338); *Poling v. Broom Co.* (55 W. Va. 529, 543, 47 S. E. 279); *Kilgore v. Baptist Ass'n* (90 Tex. 139, 142-143, 37 S. W. 598); *Provident v. Ellinger* (Tex. Civ. App., 164 S. W. 1024, 1026); *Roehm v. Horst* (178 U. S. 1, 12, 20 Sup. Ct. 780, 44 L. Ed. 953); *Wells v. Hartford Manilla Co.* (76 Conn. 27, 55 Atl. 599).

Negligence—Concurring with Act of God.—In *Sloan v. White Engineering Co.*, 89 S. E. 564, the Supreme Court of South Carolina